Company No: 4547974

Charity No: 1094586

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE DRINKAWARE TRUST

1 NAME

The name of the Company is “The Drinkaware Trust” (‘the Charity’).

2 REGISTERED OFFICE

The registered office of the Charity is to be situated in England and Wales;

3 OBJECTS

The objects of the Charity are the preservation, protection and promotion of public health through the provision of evidence based education programmes and research on alcohol related matters.

4 POWERS

The charity has the following powers, which may be exercised only in promoting the objects:

4.1 To promote or carry out research;

4.2 To provide advice;

4.3 To publish or distribute information;

4.4 To co-operate with other bodies;

4.5 To support, administer or set up other charities;

4.6 To raise funds (but not by means of taxable trading);

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4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);

4.8 To acquire or hire property of any kind;

4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);

4.10 To make grants or loans of money and to give guarantees;

4.11 To set aside funds for special purposes or as reserves against future expenditure;

4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);

4.13 To delegate the management of investments to a financial expert, but only on terms that:

4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;

4.13.2 every transaction is reported promptly to the Trustees;

4.13.3 the performance of the investments is reviewed regularly with the Trustees;

4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt**;**

4.13.7 the financial expert must not do anything outside the powers of the Trustees**.**

4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;

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4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers;

4.18 To enter into contracts to provide services to or on behalf of other bodies**;**

4.19 To establish subsidiary companies to assist or act as agents for the Charity**;**

4.20 To pay the costs of forming the Charity**;**

4.21 To do anything else within the law that promotes or helps to promote the Objects**.**

5 BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity and no dividends shall be paid to the members of the Charity but:

5.1.1 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;

5.1.2 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

5.2.1 as mentioned in clauses 4.17, 5.1.1, 5.1.2 or 5.3;

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

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5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding;

5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

5.3.1 the goods or services are actually required by the Charity;

5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;

5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest at or before discussion begins on the matter;

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

5.4.3 not be counted in the quorum for that part of the meeting;

5.4.4 withdraw during the vote and have no vote on the matter.

5.5 This clause may not be amended without the prior written consent of the Commission.

6 LIMITED LIABILITY

The liability of members is limited.

7 GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 (one pound) towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

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8 DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance;

8.1.4 nothing in this memorandum and articles shall authorise an application of the property of the charity for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005;

8.2 A final report and statement of account must be sent to the Commission.

9 INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE DRINKAWARE TRUST

(adopted by special resolution passed on September 8, 2015)

[Tables A and C of the Companies Act 1985 and 1989 shall not apply to these Articles of Association]

1 MEMBERSHIP

1.1 The number of members with which the Charity proposes to be registered is unlimited

1.2 The Charity must maintain a register of members

1.3 Membership of the Charity is open to any company, individual or organisation which is interested in promoting the Objects and is or agrees to become a Trustee and:

1.3.1 applies to the Charity in the form required by the Trustees;

1.3.2 is approved by the Trustees; and

1.3.3 signs the Register of members or consents in writing to become a member

1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

1.5 Membership is terminated if the member concerned:

1 5.1 gives written notice of resignation to the Charity

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1.5.2 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or

1.5.3 is removed from membership by resolution of the Trustees after the Trustees have invited the views of the member concerned and considered the matter in the light of any such views

1.6 Membership of the Charity is not transferable.

2 GENERAL MEETINGS

2.1 Members are entitled to attend general meetings. General meetings are called on at least 21 clear days written notice specifying the business to be discussed.

2.2 There is a quorum at a general meeting if the number of members present is at least a third.

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.

2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present has one vote on each issue.

2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation.

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year;

2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;

2.8.3 appoint auditors for the Charity;

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2.8.4 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and

2.8.5 discuss and determine any issues of policy or deal with any other business put before them;

2.9 Any general meeting which is not an AGM is an EGM.

2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least two members.

3 THE TRUSTEES

3.1 The Trustees as charity trustees have control of the Charity and its property and funds

3.2 The number of Trustees shall be at least three and shall not be more than eleven**.**

3.3 The Trustees shall be appointed through an open recruitment process based solely on their ability to meet the needs of the Trust. The Board may only appoint Trustees who are currently employed in the industry or have a policy role with respect to alcohol if they satisfy this criterion and if there are not more than two such Trustees in either category.

3.4 The subscribers to the Memorandum are the first Trustees of the Charity.

3.5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees**.**

3.6 A Trustee's term of office automatically terminates if he or she:

3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee**;**

3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs**;**

3.6.3 ceases to be a member, or the member who appointed him ceases to be a member**;**

3.6.4 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office)**;**

3.6.5 is removed by resolution passed by over half of the members present and voting at a general meeting after the meeting has

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invited the views of the Trustee concerned and considered the matter in the light of any such views.

3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3.9 A Trustee shall be appointed for a term of not more than four years in the first instance.

3.10 A Trustee may be re-appointed and may hold office for a maximum of six years in total.

3.11 The members shall determine the order of retirement of Trustees by ordinary resolution passed at the AGM held a year prior to the AGM at which such retirements shall be proposed.

4 PROCEEDINGS OF TRUSTEES

4.1 The Trustees must hold at least one meeting each year.

4.2 A quorum at a meeting of the Trustees is the greater of three or a third of their number.

4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

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5 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

5.1 to appoint (and remove) a Secretary to the Charity (who may be a Trustee) in accordance with the Act**;**

5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number**;**

5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them, one of whom shall be a Trustee (but all proceedings of committees must be reported promptly to the Trustees)**;**

5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings**;**

5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees**;**

5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity**;**

5.7 to establish procedures to assist the resolution of disputes within the Charity**;**

5.8 to exercise any powers of the Charity which are not reserved to a general meeting**;**

6 RECORDS & ACCOUNTS

6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

6.1.1 annual reports**;**

6.1.2 annual returns**;**

6.1.3 annual statements of account**;**

6.2 The Trustees must keep proper records of**:**

6.2.1 all proceedings at general meetings**;**

6.2.2 all proceedings at meetings of the Trustees**;**

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6.2.3 all reports of committees; and

6.2.4 all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

7 NOTICES

7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any newsletter distributed by the Charity.

7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

7.3.2 two clear days after being sent by first class post to that address;

7.3.3 three clear days after being sent by second class or overseas post to that address;

7.3.4 on the date of publication of a newspaper containing the notice;

7.3.5 on being handed to the member or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8 DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

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9 INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every director or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceeding, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

10 INTERPRETATION

10.1 In the Memorandum in and in these Articles:

'beneficiaries' means residents for the time being of the United Kingdom

'The Act' means the Companies Act 1985

'AGM' means an annual general meeting of the Charity 'area of benefit' means the United Kingdom

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

'Chairman' means the chairman of the Trustees

'the Charity' means the company governed by these Articles

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993

'clear day' means 24 hours from midnight following the relevant event 'the Commission' means the Charity Commissioners for England and Wales

'EGM' means an extraordinary general meeting of the Charity

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'material benefit' means a benefit which may not be financial but has a monetary value

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'member' and 'membership' refer to membership of the Charity

'Memorandum' means the Charity's Memorandum of Association 'month' means calendar month

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum

'Secretary' means the Secretary of the Charity

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

'Trustee' means a director of the Charity and 'Trustees' means all of the directors.
'written' or 'in writing' refers to a legible document on paper not including a fax message

'year**'** means calendar year

10.2 Expressions defined in the Act have the same meaning**.**

10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it**.**

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